

1 **POLSINELLI LLP**

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8 *Attorneys for Whitebox Multi-Strategy Partners, LP*
9 *And Whitebox Asymmetric Partners, LP*

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 In re

14 PG&E CORPORATION

15 and

16 PACIFIC GAS AND ELECTRIC
17 COMPANY,

18 Debtors.

- 19 ☐ Affects PG&E Corporation
20 ☐ Affects Pacific Gas and Electric Company
21 ☒ Affects **both Debtors**

22 *All papers shall be filed in the Lead Case
23 No. 19-30088 (DM)

Bankruptcy Case No. 19-30088 (DM)
Chapter 11(Lead Case)
Jointly Administered

**NOTICE OF CONTINUED PERFECTION
OF MECHANICS LIENS PURSUANT TO
11 U.S.C. § 546(B)(2)**

24 Whitebox Asymmetric Partners, LP (44%) and Whitebox Multi-Strategy Partners, LP
25 (56%) (collectively, "**Whitebox**") hereby files its Notice of Continued Perfection of Mechanics'
26 Liens Pursuant to 11 U.S.C. § 546(b)(2) (the "Notice") and in support thereof states as follows:

- 27 1. On January 29, 2019 (the "**Petition Date**"), the above-captioned debtors (the
28 "**Debtors**") filed voluntary Chapter 11 bankruptcy petitions.
- 29 2. Before the Petition Date, Steven C. Seegert d/b/a Seegert Construction (the
30 "Transferee Creditor") provided excavation labor, services, equipment, and materials for works of

1 improvement ("Excavation Work") owned by Pacific Gas & Electric Company located in the
2 following counties, all of which are located in the State of California: Solano, Contra Costa,
3 Sonoma, Oakland, Lake, San Mateo ("collectively, the "Properties.")

4 3. The Excavation Work performed and provided to Debtor by the Transferee Creditor
5 is a "work of improvement" as defined under California Civ.Code § 8050(a).

6 4. Under California Civ. Code §8414, a claimant other than a direct contractor may not
7 enforce a lien unless the claimant records a claim of lien within the following time frames:

8 (a) After the claimant ceases to provide work.

9 (b) Before the earlier of the following time frames:

10 (1) Ninety days after completion of the work of improvement.

11 (2) Thirty days after the owner records a notice of completion or cessation.

12 5. The Transferee Creditor recorded its claims of lien arising from the Excavation
13 Work against the Properties (collectively, "Mechanic's Liens").

14 6. On or about May 7, 2019 the Transferee Creditor transferred their claims arising
15 from the Mechanic's Liens to Whitebox as evidenced by the multiple Transfer of Claim Other
16 Than For Security filed in the above-captioned cases ("Mechanic's Lien Claims") [Dkt. Nos. 1893,
17 1895, 2288, 2290].

18 7. Through the filing of this Notice, the amounts owing to Whitebox on account of the
19 Mechanic's Lien Claims is at least \$793,063.77, not including interest and other charges, with
20 additional amounts accrued and owed after the filing of this Notice.

21 8. The Transferee properly perfected the Mechanic's Liens pursuant to California Civil
22 Code §§ 8400 *et. seq.* by timely recording its liens against the Properties in the above-named
23 counties. *See* Cal. Civ. Code § 8412. An index of the Mechanic's Liens is attached as **Exhibit A**
24 and true and correct copies of the Mechanic's Liens are collectively attached as **Exhibit B** to this
25 Notice.¹

26
27 ¹ To the extent that there is a discrepancy between this Notice, the index attached as Exhibit A, and the recorded
28 Mechanic's Liens attached as Exhibit B, the recorded Mechanic's Liens documents shall control. Whitebox reserves
the right to modify the liens, such as to increase or decrease the amount.

9. Pursuant to California Civil Code § 8460, an action to enforce a lien must be filed within 90 days after recordation of the lien. The automatic stay imposed by 11 U.S.C. § 362(a) precludes Whitebox from filing an action to enforce its Mechanic's Liens. When applicable law requires commencement of an action to perfect, maintain, or continue the perfection of an interest in property, and the action was not filed prior to the bankruptcy petition date, then the claimant must instead give notice within the time fixed by law for filing the action. 11 U.S.C. § 546(b); *Village Nurseries v. Gould (In re Baldwin Builders)*, 232 B.R. 406, 410–15 (B.A.P. 9th Cir. 1999); see *Village Nurseries v. Greenbaum*, 101 Cal. App. 4th 26 (2002).

10. Pursuant to 11 U.S.C. §546(b), Whitebox hereby gives notice of its rights as a perfected lienholder pursuant to California's law as to the Mechanic's Liens in lieu of commencement of any action to perfect, maintain, or continue such liens . To comply with all applicable law, including California state law and bankruptcy law, 11 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), Whitebox is filing and serving this Notice to preserve, perfect, maintain, and continue the perfection of its Mechanic's Liens and its lien rights in the properties identified therein. This Notice constitutes the legal equivalent of having commenced an action to foreclose the Mechanic's Liens in the proper court. Whitebox asserts its secured interests in the Properties and intends to enforce its lien rights to the fullest extent permitted by law. The interests perfected, maintained, and/or continued by the Liens extend to the proceeds, products, rents, and profits of the lien properties.

11. Whitebox reserves any and all rights under applicable law, including the right to amend or supplement this Notice.

Dated: October 21, 2019

POLSINELLI LLP

By: /s/ Randye B. Soref
Randye B. Soref

*Attorney for Creditors Whitebox Asymmetric
Partners, LP and Whitebox Multi-Strategy Partners,
LP*

EXHIBIT “A”

EXHIBIT A

Index of Mechanic's Liens

County	Document ID	Invoice Number	Amount of Claim
Solano	201900014994	1410	\$36,190.64
San Mateo	2019-020592	1421	\$123,681.59
Oakland	2019049056	1418	\$10,685.46
Lake	2019003256	1419	\$126,365.92
Sonoma	2019019488	1416 and 1417	\$124,356.30
Contra Costa	2019-0037110-00	1415	\$371,783.86

EXHIBIT “B”

Recording requested by (name):
Steven Seegert dBA: Seegert Construction

When recorded, mail to (name and address):
Steven Seegert dBA: Seegert Construction

3098 Industrial Blvd.

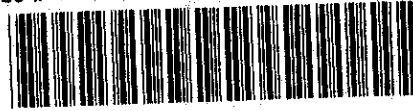
West Sacramento, CA 95691

Recorded in Official Records of Solano County

Marc C. Tonnesen
Assessor/Recorder

SEEGERT CONSTRUCTION

Doc # **201900014994**



3/18/2019
11:29:11 AM
AR51
63

Titles: 1	Pages: 3
Fees	\$37.00
Taxes	\$0.00
Other	\$75.00
Paid	\$112.00

Recorder's Use Only

CLAIM OF MECHANICS LIEN

(Cal. Civ. Code § 8416)

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of \$225.00 reached ☐ Not related to real property

1. Steven Seegert dBA: Seegert Construction ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of Solano, State of California, and more particularly described as (address and/or sufficient description): 410 Hwy 12, Rio Vista, CA 94571

APN: 0178-100-320

2. After deducting all just credits and offsets, the sum of \$36,190.64, together with interest at the rate of _____ per annum from _____ (date when balance became due), is due claimant for the following labor, materials, services, or equipment: Remediation & Painting Work

3. Claimant furnished the labor or services or equipment or materials, at the request of Pacific Gas & Electric Company (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: Pacific Gas & Electric
410 Hwy 12, Rio Vista, CA. 94571 / 245 Market St. San Francisco CA. 94105

5. Claimant's address is: 3098 Industrial Blvd., West Sacramento, CA 95691

Dated 3/8/2019

(Signature)

VERIFICATION

I, Steven C. Seegert, am the: Owner ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 3/8/2019

(Signature)

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Steven Seegert (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person Served: Pacific Gas & Electric Company

Title or capacity of person served (if appropriate): _____

Service address: 245 Market Street, San Francisco, CA 94105

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on March 8, 20 19 (date) at West Sacramento (city), California (county), California.

By: _____

(Signature of person making service)

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____

(Signature of person making service)



Seegert Construction


1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/20/2018	1410

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700185154	Net 45	18-085 PG&E Rio Vista Re...

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700185154. Project had 105 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> 12/20/2018 Steven Seegert / Date</p>	36,190.64	36,190.64
		Total	\$36,190.64

TO (OWNER): Pacific Gas & Electric Company
PO Box 770000
San Francisco, CA 94177
Attention: Megan Kruse

APPLICATION NO. 1

Seegert Construction Job # 18-085

CONTRACTOR: Seegert Construction
3098 Industrial Blvd.
West Sacramento, CA 95691

PERIOD TO: 12/31/2018

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner				
Approved this Month				
Number	Date Approved			
TOTALS			\$0	\$0
Net change by Change Orders -----				\$0

CONTRACTOR:

ARCHITECT'S CERTIFICATE FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contractor's Continuation sheet as attached.

1. ORIGINAL CONTRACT SUM.....	\$	<u>36,190.64</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE.....	\$	<u>36,190.64</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>36,190.64</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material	\$	<u>0.00</u>
Total Retainage.....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>36,190.64</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>36,190.64</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>0.00</u>

County of: SAN FRANCISCO

Notary Public:

My Commission expires:

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

(Attach explanation if amount certified differs from the amount applied for)

Owner:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric
Job Location: 410 Hwy 12, Rio Vista, CA 94571
Owner: Pacific Gas & Electric

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:


Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 36,190.64
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ 0

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/20/2018

Recording requested by (name):
Steven Seegert dBA: Seegert Construction

When recorded, mail to (name and address):
Steven Seegert dBA: Seegert Construction

3098 Industrial Blvd.

West Sacramento, CA 95691

2019-020592

County

11:24 am 03/25/19 MLL Fee: 105.00

Count of Pages 3

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* \$ R 0 0 0 2 6 7 8 0 3 4 \$ *

Recorder's Use Only

CLAIM OF MECHANICS LIEN

(Cal. Civ. Code § 8416)

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of \$225.00 reached ☐ Not related to real property

1. Steven Seegert dBA: Seegert Construction ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of San Mateo, State of California, and more particularly described as (address and/or sufficient description): 3050 Geneva Avenue, Daly City, CA 94014

2. After deducting all just credits and offsets, the sum of \$123,681.59, together with interest at the rate of _____ per annum from _____ (date when balance became due), is due claimant for the following labor, materials, services, or equipment: Exterior Painting Work Around Existing Windows

3. Claimant furnished the labor or services or equipment or materials, at the request of Pacific Gas & Electric Company (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: Pacific Gas & Electric
3050 Geneva Avenue, Daly City, CA 94014

5. Claimant's address is: 3098 Industrial Blvd., West Sacramento, CA 95691

Dated 3/8/2019

(Signature)

VERIFICATION

I, Steven C. Seegert, am the: Owner ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 3/8/2019

(Signature)

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Steven Seegert (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person Served: Pacific Gas & Electric Company

Title or capacity of person served (if appropriate): _____

Service address: 245 Market Street, San Francisco, CA 94105

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on March 8, 2019 (date) at West Sacramento (city), California (county), California.

By: _____

(Signature of person making service)

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____

(Signature of person making service)

Seegert Construction

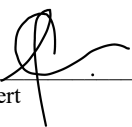
1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/28/2018	1421

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700195770	Net 45	18-094 PG&E Martin SC Bl...

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700195770. Project had 81 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> 12/28/2018 Steven Seegert / Date</p>	123,681.59	123,681.59
		Total	\$123,681.59

TO (OWNER): Pacific Gas & Electric Company
245 Market Street, Room 543, Mail Code N5D
PO Box 770000
San Francisco, CA 94177
Attention: Mike Zuniga
Attention: Mike Aragon

APPLICATION NO. 1

Seegert Construction Job # 18-094

PG&E CWA# 2700195770

PERIOD TO: 12/31/2018

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner				
Approved this Month				
Number	Date Approved			
TOTALS			\$0	\$0
Net change by Change Orders -----				\$0

CONTRACTOR:

ARCHITECT'S CERTIFICATE FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contractor's Continuation sheet as attached.

1. ORIGINAL CONTRACT SUM.....	\$	<u>176,688.86</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE.....	\$	<u>176,688.86</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>123,681.59</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material	\$	<u>0.00</u>
Total Retainage.....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>123,681.59</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>123,681.59</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>53,007.27</u>

County of: SAN FRANCISCO

Subscribed and sworn (or affirmed) to before me this _____ day of _____ 2018

Notary Public:

My Commission expires:

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

Owner:

By: _____ Date: _____

Case: 19-30088 Doc# 4337 Filed: 10/21/19 Entered: 10/21/19 12:27:57 Page 17
of 45

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric Company
Job Location: 3050 Geneva Ave. Daly City, CA
Owner: Pacific Gas & Electric Company
Through Date: 12/31/2018

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 123,681.59
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

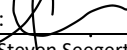
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/28/2018

Recording requested by (name):
Steven Seegert dBA: Seegert Construction

When recorded, mail to (name and address):
Steven Seegert dBA: Seegert Construction

3098 Industrial Blvd.

West Sacramento, CA 95691



2019049056

03/19/2019 10:15 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 112.00



3 PGS

CLAIM OF MECHANICS LIEN

(Cal. Civ. Code § 8416)

Recorder's Use Only

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of \$225.00 reached ☐ Not related to real property

1. Steven Seegert dBA: Seegert Construction ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of Oakland, State of California, and more particularly described as (address and/or sufficient description): 4801 Oakport Street, Oakland, CA 94601
APN # 041-3904-005

2. After deducting all just credits and offsets, the sum of \$10,685.46, together with interest at the rate of _____ per annum from _____ (date when balance became due), is due claimant for the following labor, materials, services, or equipment: Demolition Work to Remove Existing Containers

3. Claimant furnished the labor or services or equipment or materials, at the request of Pacific Gas & Electric Company (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: Pacific Gas & Electric
4801 Oakport Street, Oakland, CA 94601

5. Claimant's address is: 3098 Industrial Blvd., West Sacramento, CA 95691

Dated 3/8/2019

(Signature)

Steven Seegert

VERIFICATION

I, Steven C. Seegert

am the: Owner

("owner,"

"president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 3/8/2019

(Signature)

Steven Seegert

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Steven Seegert (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person Served: Pacific Gas & Electric Company

Title or capacity of person served (if appropriate): _____

Service address: 245 Market Street, San Francisco, CA 94105

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on March 8, 2019 (date) at West Sacramento (city), California (county), California.

By: _____

(Signature of person making service)

Steven Seegert

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____

(Signature of person making service)

Seegert Construction

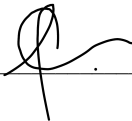
1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/27/2018	1418

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700158686	Net 45	18-043 PG&E Oakport Con...

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700158686. Project had 19 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> <u>12/27/2018</u> Steven Seegert / Date</p>	10,685.46	10,685.46
		Total	\$10,685.46

APPLICATION AND CERTIFICATE FOR PAYMENT (AIA DOCUMENT G702)

TO (OWNER): Pacific Gas & Electric Company
 245 Market Street, Room 543, Mail Code N5D
 PO Box 770000
 San Francisco, CA 94177
 Attention: Therese Pimentel
 Attention:

PROJECT: PG&E Oakport Container Removal

APPLICATION NO. 1

APPLICATION DATE: 12/27/2018

Seegert Construction Job # 18-043

FROM
 CONTRACTOR: Seegert Construction
 3098 Industrial Blvd.
 West Sacramento, CA 95691

PG&E CWA# 2700158686

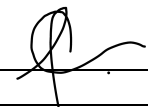
PERIOD TO: 12/27/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by owner		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
TOTALS		\$0	\$0
Net change by Change Orders -----			\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificates for payment were received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 12/27/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprised in the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment as shown below, in connection with the Contractor's Continuation sheet as attached.

1. ORIGINAL CONTRACT SUM.....	\$	10,685.46
2. Net Change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE.....	\$	10,685.46
4. TOTAL COMPLETED & STORED TO DATE.....	\$	10,685.46
5. RETAINAGE:		
a. 0 % of Completed Work	\$	0.00
b. 0 % of Stored Material	\$	0.00
Total Retainage.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	10,685.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	0.00
8. CURRENT PAYMENT DUE	\$	10,685.46
9. BALANCE TO FINISH, PLUS RETAINAGE.....	Final Billing \$	0.00

State of: CALIFORNIA County of: SAN FRANCISCO

Subscribed and sworn (or affirmed) to before me this day of 2018

Notary Public:

My Commission expires:

Amount Certified..... \$
 (Attach explanation if amount certified differs from the amount applied for)
 ARCHITECT:

By: Date:

Amount Certified..... \$
 (Attach explanation if amount certified differs from the amount applied for)

Owner:
 By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric
Job Location: 4801 Oakport Street, Oakland, CA
Owner: Pacific Gas & Electric

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:


Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 10,685.46
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ 0

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/27/2018



Recording requested by (name):
Steven Seegert dBA: Seegert Construction

When recorded, mail to (name and address):
Steven Seegert dBA: Seegert Construction

3098 Industrial Blvd.

West Sacramento, CA 95691

Doc # **2019003256**

Page 1 of 3

Date: **3/20/2019 09:06A**
Filed by: PUBLIC
Filed & Recorded in Official Records
of COUNTY OF LAKE
RICHARD A. FORD
COUNTY RECORDER
Fee: \$95.00

Recorder's Use Only

CLAIM OF MECHANICS LIEN

COPY of Document Recorded
has not been compared with original.
(Cal. Civ. Code § 8416)
Richard A. Ford, Lake County Assessor-Elector

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
- ☐ recorded concurrently "in connection with" transfer subject to DTT
 - ☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- ☐ Transfer is exempt from fee per GC 27388.1(a)(1):
- ☐ Fee cap of \$225.00 reached
 - ☐ Not related to real property

1. Steven Seegert dBA: Seegert Construction ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of Lake, State of California, and more particularly described as (address and/or sufficient description): 14730 Olympic Dr. Clearlake, CA 95422
APN # 039-570-120

2. After deducting all just credits and offsets, the sum of \$126,365.92 together with interest at the rate of _____ per annum from _____ (date when balance became due), is due claimant for the following labor, materials, services, or equipment: Design and Preconstruction Work

3. Claimant furnished the labor or services or equipment or materials, at the request of Pacific Gas & Electric Company (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: Pacific Gas & Electric
14730 Olympic Dr. Clearlake, CA 95422

5. Claimant's address is: 3098 Industrial Blvd., West Sacramento, CA 95691

Dated 3/8/2019

(Signature)

VERIFICATION

I, Steven C. Seegert, am the: Owner ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 3/8/2019

(Signature)

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Steven Seegert (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person Served: Pacific Gas & Electric Company

Title or capacity of person served (if appropriate): _____

Service address: 245 Market Street, San Francisco, CA 94105

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on March 8, 2019 (date) at West Sacramento (city), California (county), California.

By: _____

(Signature of person making service)

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____

(Signature of person making service)

Seegert Construction

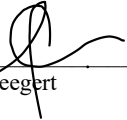
1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/27/2018	1419

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700184837	Net 45	18-080 PG&E Clearlake SC

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700184837. Project had 284 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> <u>12/27/18</u> Steven Seegert / Date</p>	126,365.92	126,365.92
		Total	\$126,365.92

TO (OWNER): Pacific Gas & Electric Company
245 Market Street, Room 543, Mail Code N5D
PO Box 770000
San Francisco, CA 94177
Attention: Lucy Kelsey
Attention: Victor Ogu

Seegert Construction Job # 18-080

APPLICATION DATE: 12/27/2018

PG&E CWA# 2700184837

PERIOD TO: 12/27/2018

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner				
Approved this Month				
Number	Date Approved			
TOTALS			\$0	\$0
Net change by Change Orders -----				\$0

CONTRACTOR:

By:  Date: 12/27/2018

In accordance with the contract Documents, based on on-site observations and the data comprised in the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM.....	\$	<u>247,306.60</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE.....	\$	<u>247,306.60</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>126,365.92</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material	\$	<u>0.00</u>
Total Retainage.....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>126,365.92</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>126,365.92</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>120,940.68</u>

County of: SAN FRANCISCO

Notary Public:

My Commission expires:

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

Owner:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric Company
Job Location: 14730 Olympic Drive, Clearlake, CA
Owner: Pacific Gas & Electric Company
Through Date: 12/31/2018

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 126,365.92
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

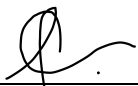
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/27/2018

Recording requested by (name):
Steven Seegert dBA: Seegert Construction

When recorded, mail to (name and address):
Steven Seegert dBA: Seegert Construction

3098 Industrial Blvd.

West Sacramento, CA 95691



2019019488

Official Records Of Sonoma County
Deva Marie Proto
03/25/2019 09:48 AM
GENERAL PUBLIC

MECHL 3 Pgs

Fee: \$102.00

PAID



Recorder's Use Only

CLAIM OF MECHANICS LIEN

(Cal. Civ. Code § 8416)

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of \$225.00 reached ☐ Not related to real property

1. Steven Seegert dBA: Seegert Construction ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of Sonoma County, State of California, and more particularly described as (address and/or sufficient description): 3600 Adobe Road, Petaluma, CA 94954

APN # 017-140-010

2. After deducting all just credits and offsets, the sum of \$124,356.30, together with interest at the rate of _____ per annum from _____ (date when balance became due), is due claimant for the following labor, materials, services, or equipment: Civil/Fencing Work

3. Claimant furnished the labor or services or equipment or materials, at the request of Pacific Gas & Electric Company (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: Pacific Gas & Electric
3600 Adobe Road, Petaluma, CA 94954

5. Claimant's address is: 3098 Industrial Blvd., West Sacramento, CA 95691

Dated 3/8/2019

(Signature)

Steven Seegert

VERIFICATION

I, Steven C. Seegert, am the: Owner ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 3/8/2019

(Signature)

Steven Seegert

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Steven Seegert (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

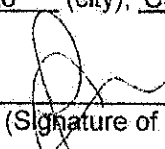
Company/Person Served: Pacific Gas & Electric Company

Title or capacity of person served (if appropriate): _____

Service address: 245 Market Street, San Francisco, CA 94105

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on March 8, 2019 (date) at West Sacramento (city), California (county), California.

By:  _____
(Signature of person making service)

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____
(Signature of person making service)

Seegert Construction


1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/27/2018	1416

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700199664	Net 45	18-100 PG&E Lakeville Fe...

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700199664. Project had 97 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> 12/27/2018 Steven Seegert / Date</p>	107,394.58	107,394.58
		Total	\$107,394.58

TO (OWNER): Pacific Gas & Electric Company
245 Market Street, Room 543, Mail Code N5D
PO Box 770000
San Francisco, CA 94177
Attention: Lucy Kelsey
Attention: Victor Ogu

APPLICATION NO. 1

Seegert Construction Job # 18-100

PG&E CWA# 2700199664

PERIOD TO: 12/27/2018

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner				
Approved this Month				
Number	Date Approved			
TOTALS			\$0	\$0
Net change by Change Orders -----				\$0

CONTRACTOR:

By:  Date: 12/27/2018

In accordance with the contract Documents, based on on-site observations and the data comprised in the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM.....	\$	<u>109,115.83</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE.....	\$	<u>109,115.83</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>107,394.58</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material	\$	<u>0.00</u>
Total Retainage.....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>107,394.58</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>107,394.58</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>0.00</u>

County of: SAN FRANCISCO

Subscribed and sworn (or affirmed) to before me this _____ day of _____ 2018

Notary Public:

My Commission expires:

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

Owner:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric
Job Location: 3600 Adobe Road, Petaluma, CA
Owner: Pacific Gas & Electric

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:


Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 107,394.58
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ 0

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/27/2018

Seegert Construction


1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/27/2018	1417

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700207528	Net 45	18-100 PG&E Lakeville Fe...

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700207528. Project had 80 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> <u>12/27/2018</u> Steven Seegert / Date</p>	16,961.72	16,961.72
		Total	\$16,961.72

TO (OWNER): Pacific Gas & Electric Company
245 Market Street, Room 543, Mail Code N5D
PO Box 770000
San Francisco, CA 94177
Attention: Lucy Kelsey
Attention: Victor Ogu

APPLICATION NO. 1

APPLICATION DATE: 12/27/2018

FROM: **CONTRACTOR: Seegert Construction**
3098 Industrial Blvd.
West Sacramento, CA 95691

PERIOD TO: 12/27/2018

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner				
Approved this Month				
Number	Date Approved			
TOTALS			\$0	\$0
Net change by Change Orders -----				\$0

CONTRACTOR:

By:  Date: 12/27/2018

In accordance with the contract Documents, based on on-site observations and the data comprised in the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM.....	\$	<u>16,961.72</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE.....	\$	<u>16,961.72</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>16,961.72</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work \$	<u>0.00</u>	
b. <u>0</u> % of Stored Material \$	<u>0.00</u>	
Total Retainage.....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>16,961.72</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>16,961.72</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>0.00</u>

County of: SAN FRANCISCO

Subscribed and sworn (or affirmed) to before me this _____ day of _____ 2018

Notary Public:

My Commission expires:

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

Owner:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric
Job Location: 3600 Adobe Road, Petaluma, CA
Owner: Pacific Gas & Electric

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:


Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 16,961.72
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ 0

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/27/2018



CONTRA COSTA Co Recorder Office

JOSEPH CENCIAMILLA, Clerk-Recorder

DOC- 2019-0037110-00



Check Number vc

Tuesday, MAR 19, 2019 09:17:42

CPY \$3.00 | LIE \$7.00 | MOD \$3.00

REC \$13.00 | FTC \$2.00 | DAF \$2.70

REF \$0.30 | RED \$1.00 | ERD \$1.00

SB2 \$75.00

Til Pd \$108.00

Nbr-0003425603

LIEN NOTICE MAILED

Recorder's Use Only

**CLAIM OF
MECHANICS LIEN**

(Cal. Civ. Code § 8416)

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
- ☐ recorded concurrently "in connection with" transfer subject to DTT
 - ☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- ☐ Transfer is exempt from fee per GC 27388.1(a)(1):
- ☐ Fee cap of \$225.00 reached
 - ☐ Not related to real property

1. Steven Seegert dBA: Seegert Construction ("claimant") claims a mechanics lien for the labor or services or equipment or materials described in paragraph 2, furnished for a work of improvement on that certain real property located in the County of Contra Costa, State of California, and more particularly described as (address and/or sufficient description): 3301 Crow Canyon Rd. San Ramon, CA 94583

APN # 213-011-003

2. After deducting all just credits and offsets, the sum of \$371,783.86, together with interest at the rate of _____ per annum from _____ (date when balance became due), is due claimant for the following labor, materials, services, or equipment: Construction of New Driveway Entries

3. Claimant furnished the labor or services or equipment or materials, at the request of Pacific Gas & Electric Company (employer, person, or entity to whom labor, materials, services, or equipment were furnished).

4. The name and address of the owner or reputed owner of the real property is/are: Pacific Gas & Electric
3301 Crow Canyon Rd. San Ramon, CA 94583

5. Claimant's address is: 3098 Industrial Blvd., West Sacramento, CA 95691

Dated 3/8/2019

(Signature)

Steven Seegert**VERIFICATION**

I, Steven C. Seegert, am the: Owner ("owner," "president," "authorized agent," "partner," etc.) of claimant on the foregoing claim of mechanics lien, and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated 3/8/2019

(Signature)

Steven Seegert

**NOTICE OF MECHANICS LIEN CLAIM
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is release.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT
California Civil Code section 8416

Failure to serve the Mechanic's Lien and Notice of Mechanic's Lien on the owner, or alternatively if the owner cannot be served on the lender or direct contractor, shall cause the Mechanic's Lien to be unenforceable as a matter of law (Civil Code Section 8024(d)). Service of the Mechanic's Lien and Notice of Mechanic's Lien must be by (1) registered mail, (2) certified mail, or (3) first-class mail evidenced by a certificate of mailing, postage prepaid, and to a residence or business address for the owner, lender or contractor. Further, a Proof of Service Affidavit (below) must be completed and signed by the person serving the Mechanic's Lien and Notice of Mechanic's Lien. This page should be completed (either one of the sections below) and recorded with the County Recorder along with the Mechanic's Lien and Notice of Mechanic's Lien.

PROOF OF SERVICE AFFIDAVIT (ON OWNER)
California Civil Code section 8416(a)(7) and (c)(1)

I, Steven Seegert (name), declare that I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the owner(s) or reputed owner(s) of the property:

Company/Person Served: Pacific Gas & Electric Company

Title or capacity of person served (if appropriate): _____

Service address: 245 Market Street, San Francisco, CA 94105

Said service address is the owner's residence, place of business, or address showed by the building permit on file with the permitting authority for the work.

Executed on March 8, 2019 (date) at West Sacramento (city), California (county), California.

By: 
(Signature of person making service)

Steven Seegert

ALTERNATE PROOF OF SERVICE AFFIDAVIT (ON LENDER OR DIRECT CONTRACTOR)

California Civil Code Section 8416(a)(7) and (c)(2)

I, _____ (name), declare that the owner or reputed owner cannot be served with a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail. Pursuant to California civil Code section 8416(c)(2), I served a copy of this Mechanic's Lien and Notice of Mechanic's Lien by registered mail, certified mail, or first-class mail evidenced by a certificate of mailing, postage prepaid, addressed as follows to the construction lender or direct contractor as follows:

Company/Person Served: _____

Title or capacity of person served (if appropriate): _____

Service address: _____

Executed on _____, 20____ (date) at _____ (city), _____ (county), California.

By: _____
(Signature of person making service)

Seegert Construction

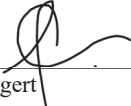
1108 Fremont Way
Sacramento, CA 95818

Invoice

Date	Invoice #
12/27/2018	1415

Bill To
Pacific Gas & Electric Company 77 Beale Street San Francisco, CA 94105

P.O. No.	Terms	Project
2700165120	Net 45	18-083 SRVCC Driveway E...

Quantity	Description	Rate	Amount
1	<p>Seegert Construction Progress Invoice for PG&E PO #2700165120. Project had 368 Total Hours to Date. I hereby certify that all services identified within this invoice have been performed according to contract specifications as outlined in the proposed services.</p> <p> 12/27/2018 Steven Seegert / Date</p>	371,783.86	371,783.86
		Total	\$371,783.86

TO (OWNER): Pacific Gas & Electric Company
245 Market Street, Room 543, Mail Code N5D
PO Box 770000
San Francisco, CA 94177
Attention: Cody Walton
Attention: Victor Ogu

APPLICATION NO. 1


APPLICATION DATE: 12/27/2018

FROM
CONTRACTOR: Seegert Construction
3098 Industrial Blvd.
West Sacramento, CA 95691

PERIOD TO: 12/27/2018

CHANGE ORDER SUMMARY				
Change Orders approved in previous months by owner			ADDITIONS	DEDUCTIONS
Approved this Month				
Number	Date Approved			
TOTALS			\$0	\$0
Net change by Change Orders -----				\$0

CONTRACTOR:

By:  Date: 12/27/2018

In accordance with the contract Documents, based on on-site observations and the data comprised in the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM.....	\$	<u>400,537.46</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE.....	\$	<u>400,537.46</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>371,783.86</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0</u> % of Stored Material	\$	<u>0.00</u>
Total Retainage.....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>371,783.86</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>371,783.86</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>28,753.60</u>

County of: SAN FRANCISCO

Subscribed and sworn (or affirmed) to before me this _____ day of _____ 2018

Notary Public:

My Commission expires:

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for)

Owner:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**

Civil Code Sections 8122 – 8138

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Seegert Construction
Name of Customer: Pacific Gas & Electric Company
Job Location: 3301 Crow Canyon Road, San Ramon, CA
Owner: Pacific Gas & Electric Company
Through Date: 12/27/2018

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Pacific Gas & Electric
Amount of Check: \$ 371,783.86
Check Payable to: Seegert Construction

Exceptions

This document does not affect any of the following:

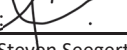
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 
Claimant's Title: Steven Seegert, Owner
Date of Signature: 12/27/2018